

Eleanor A. DuBay, OSB #073755  
Email: edubay@tomasilegal.com  
Tomasi Salyer Martin  
121 SW Morrison St, Suite 1850  
Portland, OR 97204-3136  
Telephone: (503) 894-9900  
Facsimile: (971) 544-7236  
Attorney for Defendant

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION

TIFFANY HOPKINS,  
Plaintiff,

v.

CITIBANK, N.A.,  
Defendant.

Case No. 3:18-cv-01960-BR

DECLARATION OF KELLY BOOTH IN  
SUPPORT OF DEFENDANT'S MOTION  
TO COMPEL ARBITRATION

I, Kelly Booth, hereby declare:

1. I am an employee of Citibank, N.A. ("Citibank"). Citibank is a national bank located in Sioux Falls, South Dakota. Citibank issues credit card accounts to persons throughout the country, including the credit card accounts at issue in this action.

2. I have worked with Citibank or its affiliates in different capacities for approximately 25 years. In connection with my employment, I have personal knowledge of Citibank's general business practices with respect to its credit card accounts. My responsibilities include preparing affidavits in connection with litigation involving Citibank, and I am authorized

to provide this Declaration for Citibank. I have access to the business records relating to the credit card accounts Citibank issues including, in particular, the records of cardmember accounts and the applicable card agreements.

3. The exhibits to this declaration are all true and correct business records Citibank, or its affiliates, create and maintain in the ordinary course of regularly conducted business activity, and as part of Citibank's regular practice of creating and maintaining such records, and also were made at the time of the act, transaction, occurrence or event, or within a reasonable time thereafter. The statements set forth in this declaration are true and correct to the best of my knowledge, information and belief. Except where based upon information provided by persons working under my direction and supervision, the statements contained herein are based on my personal knowledge or review of Citibank's records, including records pertaining to the Citibank credit card account issued to plaintiff Tiffany Hopkins ("Plaintiff"). If called as a witness, I am competent to testify to the statements contained herein. Portions of the exhibits have been redacted to exclude personal information.

4. I understand that Plaintiff has filed a lawsuit regarding Citibank's purported conduct in connection with alleged telephone calls to Plaintiff's cell phone number ending in 5338 in an attempt to "collect on one or more alleged debts." Citibank's records reflect a Costco Anywhere Visa account currently ending in 6373 was issued to Plaintiff on or about February 2, 2013 ("Costco Account"). Based upon my review of Citibank's records pertaining to the Costco Account and as discussed below, I have determined that the Costco Account is subject to an arbitration agreement.

5. The Costco Account is subject to written terms and conditions that are reflected in a Card Agreement, as amended from time to time.

6. The Costco Account was acquired by Citibank from American Express Bank, FSB in June 2016 and Citibank is the issuer of the Costco Account.

7. Citibank's records reflect that, on or about April 18, 2016, Citibank mailed Plaintiff a new Card Agreement for the Costco Account (the "New Card Agreement"), along with a cover letter ("Cover Letter"). Attached as Exhibit 1 is a copy of the mailing that was sent to Plaintiff, including the New Card Agreement and Cover Letter. The New Card Agreement also contains an arbitration agreement. The Cover Letter instructed Plaintiff that the New Card Agreement would become effective June 20, 2016.

8. I have reviewed Citibank's records for the Costco Account and there is no record that the postal service returned the New Card Agreement and Cover Letter as undeliverable. Pursuant to Citibank's regular business practice, if mail had been returned, there would be a notation in the records for the Costco Account.

9. As discussed and instructed in the Cover Letter and the New Card Agreement, Plaintiff had the right to reject the arbitration agreement contained in the New Card Agreement as follows:

"Rules for rejecting this arbitration provision. You may reject this arbitration provision by sending a written rejection notes to us at: PO Box 790085; St. Louis, MO 63179-0085. Your rejection notice must be postmarked by 08/03/2016. Your rejection notice must state that you reject the arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the Account."

10. Citibank's records confirm that Plaintiff was sent the New Card Agreement mailing for the Costco Account, but did not choose to reject the arbitration agreement. I can determine this because it was Citibank's regular practice to include a note in the computerized account records of those card members who chose to opt out. The records for the Costco Account do not reflect any such note, and there is no indication in the Costco Account records that Plaintiff ever notified Citibank to refuse to accept the terms of the New Card Agreement.

11. Attached hereto as Exhibit 2 is a copy of the transaction detail reflected on the periodic billing statement for the Costco Account for the period ending July 12, 2016. The

transaction detail reflects charges Plaintiff made to the Costco Account after receipt of the New Card Agreement.

I HEREBY DECLARE THAT THE ABOVE STATEMENT IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT I UNDERSTAND IT IS MADE FOR USE AS EVIDENCE IN COURT AND IS SUBJECT TO PENALTY FOR PERJURY.

DATED: January 17, 2019.

By: Kelly Booth  
Kelly Booth

**CERTIFICATE OF SERVICE**

I hereby certify that on February 1, 2019, I electronically transmitted the attached **DECLARATION OF KELLY BOOTH IN SUPPORT OF DEFENDANT'S MOTION TO COMPEL ARBITRATION AND STAY ACTION** to the Clerk's office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

Sharon Cousineau  
700 W Evergreen Blvd  
Vancouver, WA 98660  
[sdcousineau@gmail.com](mailto:sdcousineau@gmail.com)  
*Attorney for Plaintiff*

Dated: February 1, 2019.

TOMASI SALYER MARTIN

By: /s/ Eleanor A. DuBay  
Eleanor A. DuBay, OSB #073755  
(503) 894-9900  
edubay@tomasilegal.com  
Attorneys for Defendant Citibank, N.A.



PO Box 6705  
Sioux Falls, SD 57117-6705



TIFFANY HOPKINS

PORTLAND OR 97290-6775

### Your new Costco Anywhere Visa® Card by Citi will soon be on its way

We are writing to inform you that your Costco card from American Express® is being transferred to Citibank. On June 20, 2016, your current Costco card from American Express ending in 34007 will be replaced by the new Costco Anywhere Visa Card. **Until June 20, please continue to use your current card** and direct any payments or billing inquiries to American Express. **Your new Costco Anywhere Visa Card will be sent within the next 6 - 8 weeks. This new card will be available for use on June 20.** When your new card arrives, please follow the included activation instructions so that it will be ready to use starting June 20.

Enclosed are your **Facts about Interest and Fees (Fact Sheet)** and **Card Agreement**, as well as the **Costco Cash Rewards Terms and Conditions** that will apply to your account on June 20, 2016. Please read this information carefully.

#### Important information about your Citi account — effective June 20, 2016

##### Changes to Your APRs, Interest Charges, Fees and Minimum Payment Due Include:

- Balance Transfer APR 15.49%\* for transfers completed by 08/20/2016
- Penalty APR† Up to 29.99%\*
- Minimum Interest Charge \$0.50
- Balance Transfer Fee \$5 or 3%, whichever is greater
- Cash Advance Fee \$10 or 5%, whichever is greater
- Foreign Transaction Fee 3%
- How We Calculate Your Balance Daily Balance Method (See Section 3 of the Card Agreement for more details)
- How We Calculate Your Minimum Payment Due See Section 5 of the Card Agreement for more details
- APRs noted above will vary with the market based on the Prime Rate, which is 3.50% as of 04/01/16

† Penalty APR may be applied if you have a late/returned payment and may be applied indefinitely. Refer to Section 3 of your Card Agreement for details.

For full pricing information, see the enclosed **Facts about Interest and Fees document (Fact Sheet)** and **Card Agreement**.

##### Your Existing Balances, Promotional Offers and New Purchases

- Any existing balances from your Costco card from American Express will remain at their current APRs.  
— Existing balances subject to interest will be calculated using the Daily Balance Method.
- New purchases starting June 20, will be subject to the standard purchase APR of 15.49%.
- Any current promotional APR outstanding on your account will be honored in accordance with the terms disclosed in the promotional offer.

##### Your New Payment Due Date (to be reflected on your first statement from Citi)

- When you receive a statement from American Express, you should direct your payments to American Express by mail, phone, or online. When you receive a statement from Citi, payments can be made by sending payment to: PO BOX 78019, Phoenix, AZ 85062-8019 or online once you register for Citi Online at [citi.com/CostcoSetup](http://citi.com/CostcoSetup).
- Your new Payment Due Date will now be at least **23 days** after the close of each billing cycle. It will be the same as or close to your current Payment Due Date and will remain the same each month going forward.



Please see the reverse side for more information — including your new Costco Cash Rewards!

0. L00 20 4290 01. H2016041800137038 524. I. ZZ. SY. 8000. SYSTEMB4919400647517554.

TIFFANY HOPKINS  
 Account ending 6373  
 Page 2 of 4

**Starting on June 20, your new card will also feature a new and exciting rewards program:**

**New Costco Cash Rewards**

- 4% cash back on eligible gas worldwide, including gas at Costco, for the first \$7,000 per year and then 1% thereafter
- 3% cash back on restaurant and eligible travel purchases worldwide
- 2% cash back on all other purchases from Costco and Costco.com
- 1% cash back on all other purchases

*For full terms and conditions, see enclosed Costco Cash Rewards Program Terms.*

**How will the new Costco Cash Rewards affect my current rewards program?**

Any rewards earned with your current card will automatically transfer to your new Costco Anywhere Visa Card account on June 20, 2016. Until then, continue to use your Costco card from American Express as your Costco membership card and for purchases in the warehouse and elsewhere.

## ANSWERS TO FREQUENTLY ASKED QUESTIONS

**How long can I continue to use my Costco card from American Express?**

You can use your Costco card from American Express until June 20, 2016 — both at Costco and wherever American Express is accepted. Your new Costco Anywhere Visa Card will be available for use on June 20, 2016.

**Do I have to apply for my Costco Anywhere Visa Card? Will it still be my Costco membership card?**

You do not need to apply. Your new Costco Anywhere Visa Card will arrive in the next 6–8 weeks, and replace your current card on June 20, 2016. It will act as your Costco membership card.

**What happens to the rewards I earned with my Costco card from American Express?**

You will continue to earn rewards from American Express through June 19, 2016. Rewards earned in 2016 will be transferred and included in your February 2017 rewards coupon.

**What do I need to do once I receive my new card?**

When your new card arrives, simply:

- Follow the activation instructions included with your new card so that it will be ready to use starting June 20.
- Continue to use your current card until June 20, when your new card will be accepted at Costco and everywhere Visa® is accepted worldwide.
- On June 20, contact service providers/online merchants who automatically bill your account to inform them of your new card number and expiration date.

**If I have additional Card Members who are authorized users, will they remain on my account?**

The authorized users will remain on your account and their cards will be sent to you at the basic card member address for use on June 20, 2016. However, please note there will be no spend limits on the authorized user cards and if you would like to set spending limits on them, please call Citi after June 20, 2016.

**Where do I direct my payments?**

When you receive a statement from American Express, you should direct your payments to American Express by mail, phone, or online. When you receive a statement from Citi, payments can be made by sending your payment to: PO BOX 78019, Phoenix, AZ 85062-8019 or online once you register for Citi Online at [citi.com/CostcoSetup](http://citi.com/CostcoSetup).

**I use Autopay and/or scheduled payments. What happens next?**

Autopay payments and scheduled payments that are scheduled to occur after June 18, 2016 will be cancelled by American Express. If you use Autopay and/or scheduled payments, any payments due to American Express after June 18, 2016 should be paid using another payment option. After June 20, 2016 Citi will provide information for future payment options.

**Where can I find more information on my new card?**

Just go to [citi.com/WelcomeCostco](http://citi.com/WelcomeCostco), call 1-866-241-8684 (TTT/TDD: 1-866-210-0617) or refer to the enclosed information for additional details.

637301

TIFFANY HOPKINS  
Account ending 6373  
Page 3 of 4



### Facts about Interest and Fees

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	<b>15.49%</b> This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	<b>15.49%</b> . Balance transfers must be completed by 08/20/2016. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	<b>25.49%</b> This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	Up to <b>29.99%</b> , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.  This APR may be applied to your account if you: (1) Make a late payment or (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.
Paying Interest	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than 50 cents.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

Fees	
Annual Fee	No annual fee for this credit card with your paid Costco Membership
Transaction Fees	<ul style="list-style-type: none"> <li>Balance Transfer: Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.</li> <li>Cash Advance: Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</li> <li>Foreign Purchase Transaction: <b>3%</b> of each purchase transaction in US dollars. No fee for purchases at Costco worldwide.</li> </ul>
Penalty Fees	<ul style="list-style-type: none"> <li>Late Payment: Up to <b>\$37</b>.</li> <li>Returned Payment: Up to <b>\$37</b>.</li> </ul>

**How We Will Calculate Your Balance:** We use a method called "daily balance (including new transactions)." See enclosed Card Agreement for more details.

**Loss of Introductory APR:** We may end your introductory APR and apply the Penalty APR if you make a late payment.



TIFFANY HOPKINS  
 Account ending 6373  
 Page 4 of 4



**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the enclosed Card Agreement.

Details About Your Interest Rates	APR as of 04/01/2016 *	Daily Periodic Rate as of 04/01/2016 *	For variable rates: U.S. Prime Rate Plus
Purchases	15.49% (v)	0.04243%	11.99%
Balance Transfers	15.49% (v)	0.04243%	11.99%
Cash Advances	25.49% (v)	0.06983%	21.99%
Penalty APR	29.99% (v)	0.08216%	Up to 26.74%
* <b>Prime Rate:</b> The variable rates shown here are accurate as of the 3.50% Prime Rate as of 04/01/2016.			
(v) = Variable rate. Variable rate APRs will not exceed 29.99%.			

# Card Agreement Guide

This Guide will help you easily identify sections of the Card Agreement and give you a brief overview of the contents of each section. This is not intended to be a complete summary of the Card Agreement's contents, and we encourage you to read your entire Card Agreement, including the arbitration provision, before you use your Account.

## DEFINITIONS

Lists the meanings of particular phrases and terms used in the Card Agreement.

## YOUR ACCOUNT

Describes some of your responsibilities for using your Account.

## ANNUAL PERCENTAGE RATES & INTEREST CHARGES

Shows how we calculate interest rates and how that affects your Account balance.

## FEES & FOREIGN CURRENCY CONVERSION

Describes the fees that can be applied to your Account, including late fees, returned payment fees, as well as foreign transaction fees for Purchases not in U.S. dollars.

## PAYMENTS

Shows how your monthly Minimum Payment Due is calculated, tells you how we apply your payments to balances, and gives you certain instructions for making payments (and tells you the possible consequences of not following those instructions).

## AUTHORIZED USERS

Describes an Authorized User's rights and your responsibility for that user. Also describes what information we can share about you and your Authorized User.

## DEFAULT, CLOSING OR SUSPENDING YOUR ACCOUNT

Tells you when we may require immediate payment of your total Account balance, and explains when we may close or suspend your Account, and when you may close your Account.

## CREDIT REPORTING

Describes what information we provide about you to credit reporting agencies, and how to dispute items on your report. This section also explains how we use information we get about you from those agencies.

## ACCOUNT INFORMATION, INFORMATION SHARING AND COMMUNICATIONS

Explains that your personal information we use to manage your Account should always be up to date. Also notes that we share information about you and your Account. In addition, this section describes how we may contact you.

## TRANSACTIONS

Provides important information about merchant credits, recurring Transactions and card refusals.

## ARBITRATION

Explains that you cannot go to court, have a jury trial or initiate or participate in a class action if you have a dispute with us. Instead, this provision tells you that the dispute must be resolved by a professional arbitrator, not a judge or jury. This section also explains how arbitration works and some of the differences between resolving a dispute in arbitration and resolving one in court.

## AGREEMENT & BENEFIT CHANGES

Explains that we can make changes to the Card Agreement and your card benefits and features.

## MISCELLANEOUS

Explains subjects that aren't included in previous sections.

## YOUR BILLING RIGHTS

Explains your billing rights, which include how to address possible statement mistakes and your rights if you're not satisfied with a Purchase.

637303

# Card Agreement

This Card Agreement (**Agreement**) is your contract with us.

The *Facts about Interest and Fees* document (**Fact Sheet**) is part of this Agreement. The **Fact Sheet** shows important information about your Account, such as your annual percentage rates and certain fees. Any amendments to this Agreement also are part of this Agreement.

Please read all parts of this Agreement, including the arbitration provision, and keep it for your records.

*Note: Throughout the Agreement are examples, helpful tips, and additional explanations that will make the Agreement easier to understand.*

## DEFINITIONS

**Account** - Your Costco Anywhere Visa® Card Account.

**Annual Percentage Rate or (APR)** - A rate, shown as a percentage, used to calculate interest on the balance on your Account.

**Authorized User** - Any person you allow to use your Account with a Card we provided with that person's name.

**Balance Transfer** - Use of a Balance Transfer offer, including use of a check that accesses your Account for any transaction, or the transfer of a balance from another credit account to your Account.

**Billing Period** - The period of time between each date when we create a statement for your Account. A Billing Period is usually 28-33 days. For each Billing Period, your statement will show any Transactions, other charges, payments and other credits posted during that Billing Period.

**Business Day** - Monday through Friday, excluding federal holidays.

**Card** - One or more cards or other devices (including an account number) used to access your Account to obtain credit.

**Card Networks** - Organizations, such as MasterCard, Visa and American Express, that facilitate the payment process between a cardmember, merchants and a card issuer.

**Cash Advance** - Use of your Card to get cash, including foreign currency, or for what we consider a cash-like transaction. Examples include using your Card for: ATM and teller withdrawals, wire transfers, money orders, traveler's checks, lottery tickets, gaming chips and other methods used for gambling, wagers and other betting transactions.

**Consumer Reporting Agency** - An organization, such as Experian,

Equifax and TransUnion, that compiles credit information for the purpose of generating consumer credit reports. It's also known as a "credit bureau" and a "credit reporting agency."

**Include and including** - These terms mean "include [or including] without limitation."

**Late Payment** - A payment is late if you don't pay at least an amount equal to the Minimum Payment Due minus any Overlimit Amount by the payment due date.

**New Balance** - The total amount you owe us at the end of each Billing Period. This amount is shown on each statement under the heading "New Balance". We explain how we calculate the New Balance below.

**Overlimit Amount** - The amount by which your Account balance exceeds your credit limit in any Billing Period.

**Purchase** - Use of your Card to buy goods and services. Balance Transfers and Cash Advances are not Purchases.

**Returned Payment** - A payment that isn't honored by your financial institution.

**Transaction** - A Balance Transfer, Cash Advance or Purchase, as applicable.

**we, us, and our** - Citibank, N.A.

**you and your** - The cardmember who opened the Account.

*You'll find definitions of other terms within this Agreement.*

## YOUR ACCOUNT

Your Account use is subject to this Agreement. You must pay us for all amounts due on your Account, including:

1. Transactions you make, even if you didn't present your Card or sign for the Transaction;
2. Transactions an Authorized User makes;
3. Transactions that other people make if you or an Authorized User let them use your Account; and
4. Any fees and interest charges on the Account.

**Binding Agreement.** This Agreement takes effect once you use your Card. Even if you don't use your Card, this Agreement will take effect unless you contact us to cancel your Account within 30 days after we sent you this Agreement.

**Credit Limit.** We assign a credit limit to your Account. Part of this credit limit may be available for Cash Advances, and there may be a limit on the amount of Cash Advances you can take in a given period. We may authorize Transactions that cause your balance to exceed your credit limit.

### ACCOUNT USE

**Consumer Purposes.** You aren't permitted to use your Account for business purposes. If you do use your Account for business purposes, this Agreement still applies, and you must pay us for those Transactions. You may also have to pay us for any damages and/or expenses resulting from that use. In addition, we may close your Account.

**Unlawful Transactions.** You aren't permitted to use your Account for unlawful Transactions. If you do use your Account for unlawful Transactions, this Agreement still applies and you must pay us for those Transactions. You also may have to pay the Card Network and/or us for any damages and expenses resulting from that use. In addition, we may close your Account.

**Mobile Phones or Other Devices.** Smart phones, tablets and other electronic devices can store your Card (such as through a mobile wallet). This means they can be used to make Purchases or other Transactions. Any such Transactions are covered by this Agreement. Apps that use your Card to make Transactions may have separate terms of use. We're not responsible if you violate those terms, or for any consequences resulting from any violation.

*Note: It's important to protect your devices the same way you protect your Card. Anyone who can access your Card using your device also can make charges to your Account using that device.*

## ANNUAL PERCENTAGE RATES & INTEREST CHARGES

The following sections explain how we calculate the interest you owe each Billing Period.

**APRs.** We use APRs to calculate interest charges on your Account. Different APRs may apply to different Transactions. See the listing of your APRs on the **Fact Sheet**.

**Variable APRs.** A variable APR is an APR that can change each Billing Period. We calculate each variable APR first by taking the U.S. Prime Rate from *The Wall Street Journal (WSJ)* two Business Days before the last day of each Billing Period. (If the *WSJ* doesn't publish the U.S. Prime Rate that day, then we'll use another publication.) Then we add to the U.S. Prime Rate a certain percentage amount, which we call the **Margin**. You can find the Margin we use for your Account in the Details About Your Interest Rate section of the **Fact Sheet**.

### How is a variable APR calculated?

If the U.S. Prime Rate published in the *WSJ* two Business Days before the end of a Billing Period is 5%; and  
If the Margin is 13.99%; then  
Add the two together to calculate a variable APR:

$$5\% + 13.99\% = 18.99\%$$

Your variable APRs will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases. If a variable APR increases, then your interest charges and Minimum Payment Due may increase.

If the U.S. Prime Rate changes, we'll apply the new variable APR starting from the first day of the Billing Period when we take the U.S. Prime Rate from the *WSJ*. The new APR will apply to existing balances, as well as balances added to your Account after the change.

**Penalty APR.** If you have a Late or Returned Payment, we may apply a penalty APR to your Account. We determine your penalty APR based on your creditworthiness.

- **Penalty APR for new Transactions (less than 60 days late).** If you make a Late Payment and it's less than 60 days late or you have a Returned Payment, the penalty APR only will apply to new Transactions. We'll review your Account from time to time to determine if a penalty APR should be reduced.
- **Penalty APR for existing balances and new Transactions (60 or more days late).** If we haven't received your Minimum Payment Due within 60 days after its due date, we may apply the penalty APR to both the existing balances and new Transactions. If you make your next six consecutive Minimum Payments Due on time, we'll stop applying the penalty APR to existing balances and new Transactions. If you don't make your next six consecutive Minimum Payments Due on time, the penalty APR may continue to apply indefinitely to existing balances and new Transactions.

### Daily Balance

We calculate interest on your Account each Billing Period first by calculating your daily balances. The following explains how we do that.

### Here's how and when Transactions, fees and credits are applied to the balances on your Account:

- We add the amount of a Purchase or Balance Transfer to the Purchase balance as of the post date on your statement.
- We add the amount of a Cash Advance to the Cash Advance balance as of the post date on your statement.
- We add a Balance Transfer fee to the Purchase balance as of the post date on your statement. We add a Cash Advance fee to the Cash Advance balance as of the post date on your statement. We'll add any other fees to the balance of our choice. If you're charged interest in a Billing Period, but the amount calculated is less than \$0.50, we'll add additional interest to the balance(s) of our choice so that you'll be charged \$0.50 in interest for that Billing Period.
- We subtract credits and payments as of the post date shown on your statement.
- Each balance may have a different APR. Certain categories of Transactions in a balance may have multiple APRs. For example, you may make a Purchase or Balance Transfer that's subject to a promotional APR. Your balances, and their corresponding APRs, are shown on your statement.

**Note:** The post date shown on your statement will usually be the date of the Transaction, but it may be later.

### Here's how we calculate each of the daily Purchase and Cash Advance balances on your Account:

- We start with the daily balance from the end of the previous day.
- We add any new Transactions, fees and other charges, including interest accrued on the previous day's balance. This means that interest is compounded daily.
- We subtract any credits or payments credited as of that day.

- We make additional adjustments as appropriate, subject to applicable law (as an example, for a disputed charge).

This gives us the daily balance for that day.

---

Daily balance for purchases from the previous day  
 + New purchases  
 + Fees and interest accrued on the previous day's Purchase balance  
 - Payments, credits and adjustments posted that day  
 = **New daily balance for Purchases**

---

### Interest Calculation. Each daily balance may have a different APR.

Certain categories of Transactions in a daily balance may have multiple APRs. For example, you may make a Purchase or Balance Transfer that's subject to a promotional APR. If a daily balance on your Account is subject to an APR, we'll charge interest on that daily balance. We use the daily balance method (which includes new Transactions). If interest applies to a balance, it will start applying on the day a charge is added to that balance and continue until that balance is paid in full. We consider a credit balance as a balance of zero when calculating interest on that balance.

- We multiply each daily balance by its applicable daily periodic rates (each applicable APR divided by 365).
- We do this for each day in the Billing Period. This gives us the daily interest amounts.
- Then we total all the daily interest amounts for all the daily balances. This gives us the total interest for the Billing Period.

**Note:** Your balances, and their corresponding APRs, are shown on your statement.

**Calculating the New Balance.** To calculate the New Balance at the end of each Billing Period, we begin with the total Account balance at the start of that Billing Period. Then we add any Transactions that are new to the Account during that Billing Period. Then we subtract any credits applied or payments made during that Billing Period. Then we add any interest charges or fees incurred during that Billing Period and make any other adjustments, as applicable (for example, if you have disputed a charge).

**Grace Period on Purchases.** You won't pay any interest on Purchases if you pay the New Balance, including any Balance Transfers, in full by the payment due date shown on your statement each Billing Period. We call this a **grace period on purchases**. If you don't pay your New Balance, including any Balance Transfers, in full by the payment due date in a Billing Period, you'll pay interest on your Purchases from the date they're posted to your Account. You also won't have a grace period on Purchases again until you pay the New Balance in full by the payment due date 2 Billing Periods in a row.

There's no grace period on Balance Transfers and Cash Advances. This means you'll pay interest on Balance Transfers and Cash Advances from the date these Transactions post to your Account.



## FEES & FOREIGN CURRENCY CONVERSION

Fees	Amount	About the Fee
Annual Membership Fee	None	There is no annual membership fee for this credit card. We will close your Account if you do not maintain a Costco membership.
Late Fee	Up to \$37	We have the right to charge you a late fee if you don't pay at least an amount equal to the Minimum Payment Due minus any Overlimit Amount by the payment due date. The late fee is \$27 and, if you make another Late Payment within the next 6 Billing Periods the late fee will be \$37. The amount of your late fee will never be higher than your Minimum Payment Due.
Returned Payment Fee	Up to \$37	We have the right to charge you a Returned Payment fee of \$27 if your bank doesn't honor your payment. If that happens, we'll resubmit the payment request. If your bank doesn't honor another payment within 6 consecutive Billing Periods, the Returned Payment fee will go up to \$37.
Transaction Fee for Balance Transfers	Either \$5 or 3% of the amount of each transfer, whichever is greater.	We charge you a fee for each Balance Transfer.
Transaction Fee for Cash Advances	Either \$10 or 5% of the amount of each cash advance, whichever is greater.	We charge you a fee for each Cash Advance.
Transaction Fee for non-Costco Purchases in Foreign Currency	3% of the amount of the Transaction after conversion to U.S. dollars.	Except for Purchases at Costco worldwide, we charge you a fee for a Purchase made in a currency other than U.S. dollars, regardless of where the Transaction takes place or who the merchant is. There is no fee for Purchases at Costco worldwide.

637305

### FOREIGN CURRENCY CONVERSION

**Foreign Currency Conversion - Purchases.** A Card Network converts the amount of a Purchase in a foreign currency into U.S. dollars. Each Card Network follows its own procedures for conversion. These procedures include how the Card Network chooses an exchange rate and when to do the conversion. For example, Visa chooses either a government-mandated exchange rate or chooses from a range of rates available on wholesale currency markets (and, in either case, the exchange rate that it chooses may be less favorable than the rate that Visa itself receives when it makes foreign currency transactions). Depending on the policies of each Card Network, the exchange rate chosen may be the one in effect on the day the Card Network does the conversion, or on the day before. The exchange rate that a Card Network uses to convert the Purchase to U.S. dollars may differ from the rate in effect on the date you made the Purchase or on the post date for that Purchase shown on your statement. The Card Network's procedures may change without notice.

If a third party, such as a merchant, converts the amount of a Purchase into U.S. dollars before sending the Purchase to a Card Network, the third party chooses the conversion rate instead of the Card Network.

**Foreign Currency Conversion - Cash Advances.** If you take a Cash Advance in a foreign currency at an ATM or branch of a financial institution, it may not be the Card Network in all instances that converts the Transaction into U.S. dollars. Instead, depending on where the Transaction takes place, another third party, such as a financial institution, ATM network, or ATM operator, may do the conversion. We do not control this. However, if you use your Card for a Cash Advance at a Citibank ATM or branch, then we or our affiliates may do the conversion.

The party that converts a Cash Advance to U.S. dollars will choose the exchange rate and when to do the conversion. The exchange rate in effect on the date the Cash Advance is converted to U.S. dollars may differ from the rate in effect on the date you took the Cash Advance or the post date for that Transaction shown on your statement. The exchange rate may also differ from any rate quoted to you when you made the Transaction.

## PAYMENTS

**Minimum Payment Due.** You may pay all or a part of your Account balance at any time. You must pay at least the Minimum Payment Due by the Payment Due date each Billing Period.

Your "**Minimum Payment Due**" equals:

- Any amount past due; plus
- Any Overlimit Amount; plus
- The greater of:
  1. The New Balance, if it's less than \$25;
  2. \$25 if the New Balance is at least \$25;
  3. 1% of the New Balance (rounded to the nearest dollar), plus any billed interest or minimum interest charge, plus any late fee; or
  4. 1.5% of the New Balance (rounded to the nearest dollar).

The Minimum Payment Due is never more than the New Balance.

**Note:** Your Payment Due date is typically the same day of the month, every month. You may request a change to your monthly due date.

### How is the Minimum Payment Due calculated?

*For example, in a sample Billing Period, an Account with no past due or Overlimit amounts has:*

**New Balance: \$2,500**

**Interest: \$18.54**

*Since the New Balance is more than \$25, and there are no past due or Overlimit amounts, the Minimum Payment Due will be the greater of:*

**1% of the New Balance (1.0% x \$2,500: \$25.00) + interest (\$18.54): \$43.54**

**or**

**1.5% of the New Balance (1.5% x \$2,500): \$37.50**

*Since 1% of the New Balance plus interest (\$43.54) is greater than 1.5% of the New Balance (\$37.50) the Minimum Payment Due is \$43.54.*

**Application of Payments.** We decide how to apply your payments, up to the Minimum Payment Due, to the balances on your Account. We may apply the Minimum Payment Due first to interest charges, then to the balance with the lowest APR and then to balances with higher APRs. If you pay more than the Minimum Payment Due, we'll apply the amount over the Minimum Payment Due first to the balance with the highest APR, then to the balance with the next highest APR, and so on, except as otherwise required by applicable law.

**Payment Instructions.** You must follow the instructions below when making a payment. If you do, we'll credit the payment to your Account as of the day we receive it.

1. You must pay in U.S. dollars.
2. You must use a check or electronic debit issued by a bank in the United States.
3. You must not send us a check dated after the date that we receive it.
4. You must not enclose more than one check per envelope.
5. You must not include any restrictive endorsements on the check.
6. You must follow the additional payment instructions shown on your statement.

If you don't pay in U.S. dollars and we accept your payment, we'll select the currency conversion rate, and you must pay our costs. If you don't follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account. Either may result in late fees and additional interest charges to your Account. If you don't follow the instructions in this Agreement or on your statement, we may accept your payment without losing our rights.

We may reject a payment if it's more than the outstanding Account balance. We also may close your Account.

## AUTHORIZED USERS

**Adding and Removing Authorized Users.** You can ask us to add one or more Authorized Users to your Account. If we approve, use of your Account by an Authorized User is subject to the terms of this Agreement. You must:

- Obtain permission from each Authorized User before naming him or her as an Authorized User on your Account.
- Make a copy of this Agreement available to each Authorized User.

You must notify us to remove an Authorized User from your Account. If we remove an Authorized User, in some cases we may close your Account, open a new Account, and issue you a new Card.

**Your Responsibility for Authorized Users.** You must pay us for:

- Any Transactions made by an Authorized User on your Account.
- Any Transaction made by an Authorized User even if the post date shown on your statement for that Transaction occurs after the date you ask us to remove the Authorized User from your Account.
- Any Transactions made by others if an Authorized User allows them to use your Account.
- Fees and charges resulting from any Transactions made by an Authorized User or others if an Authorized User allows them to use your Account.

**Account Rights for Authorized Users.** You agree that an Authorized User may use and receive information about the Account, such as the Authorized Users Transaction information and history, Account Balance and Minimum Payment Due. You allow us to discuss your Account with an Authorized User. We may also provide you the option to give Authorized Users expanded access to your Account, such as permitting the Authorized Users to set up recurring payments or to obtain your Transaction history. If we provide this expanded access, we will explain the available options. An Authorized User won't be able to add other Authorized Users, adjust the credit limit or close the Account.

#### What can Authorized Users do?

- Report lost or stolen Cards
- Make payments
- Obtain certain information about the Account, such as the Authorized User's Transaction history, the Account balance and Minimum Payment Due.
- Initiate billing disputes
- Request refund checks

**Information about Authorized Users.** You agree to give us certain personal information about each Authorized User. You must let each one know that you'll give us that information and you must have his or her permission to do so. You must have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any Authorized User and others. It also includes information about their Transactions on the Account.

**Credit Reporting.** We report information about this Account to Consumer Reporting Agencies in the Authorized User's name that may appear on their credit report. This could include information about:

- Late Payments;
- Returned Payments;
- Overlimit Amounts; and
- Other violations of this Agreement.

You must let each Authorized User know that we report Account information in his or her name. Also, see **Credit Reporting** in Section 8.

## DEFAULT, CLOSING OR SUSPENDING YOUR ACCOUNT

**Default.** We may require immediate payment of your total Account balance, to the extent allowed by law, if any of the following occurs:

1. You don't pay at least the Minimum Payment Due by the due date.
2. You have a Returned Payment.
3. You file for bankruptcy or some other insolvency proceeding is filed by or against you.
4. You don't honor the terms of this Agreement.
5. You default under any other card agreement you have with us.
6. You're declared incompetent or mentally incapacitated, or in the event of your death.

**Closing or Suspending Your Account.** We may close or suspend your Account if any of the events listed above occurs, or for any reason, or for no reason. We may do this at any time, without notifying you, as allowed by law. We may cancel your current Card and issue you a substitute Card at any time. You also may close your Account at any time by notifying us by telephone or in writing. If we close or suspend your Account, or if you close your Account, you must pay us all amounts you owe on the Account, even if they post to your Account after it's closed or suspended.

**Note:** We will close your Account if you do not maintain a Costco membership.



## CREDIT REPORTING

You allow us to get information about you. We get it from Consumer Reporting Agencies and other sources that provide consumer financial information. You allow us to use it for:

- Renewal of your Account;
- Credit line increases or decreases;
- Administration or review of your Account, collection and any other servicing;
- All other credit-related purposes connected with this Agreement;
- Offers for other cards, insurance products and other services; and
- Other uses permitted by law.

We report Account information in your name, as well as information about you to Consumer Reporting Agencies, on a monthly basis. The information we provide may appear on your credit reports. This can include information about:

- Late Payments;
- Returned Payments;
- Overlimit Amounts; and
- Other violations of this Agreement.

If you think we've given incorrect information to a Consumer Reporting Agency about you (or about an Authorized User), contact Customer Service and we'll research it. We'll let you know if we agree or disagree with you. If we agree with you, we'll contact each Consumer Reporting Agency we reported to and request a correction.

## ACCOUNT INFORMATION, INFORMATION SHARING AND COMMUNICATIONS

**Changes to Account Information.** You provided certain personal information to us when you opened your Account. You agree to notify us if this information changes. If you don't, or if we ask you to verify your Account information and you cannot, we may suspend or close your Account.

**Information Sharing.** You agree to let us share information about you and your Account as allowed by law. This includes information we get from you and others. Our privacy notice, which is enclosed with your new Account materials, describes reasons Citi can share its customers' personal information.

### COMMUNICATIONS

**Contacting You.** You agree that we (and/or our service providers or anyone we authorize) may contact you at any phone number, email address, or mailing address you provide or we obtain in other ways. This

includes communications to mobile, cellular/wireless, or similar devices. We may contact you by live operator, auto-dialer, recorded or artificial voice, text, or email.

You agree to pay any charges from your plan provider for communications we send to you, as well as communications you send to us.

**How We Capture and Use Voiceprints.** We may use voice recognition technology to verify your identity when you call. We may capture and store your voiceprint for this purpose.

**Call Monitoring.** We may monitor and record any calls between you and us.

**Notices.** We send any notices to your billing address or, if you've agreed, by email to the address you gave us. We consider a notice sent as soon as we mail it. We consider an electronic notice sent as soon as we email it, unless we receive notification that the email was undeliverable.

## TRANSACTIONS

**Merchant Refunds.** A merchant refund to your Account will post to your Account as a credit. We don't control when a merchant sends an Account credit. We'll choose how to apply the credit to your existing Account balances. If a credit creates a credit balance on your Account, we'll mail you a check for the amount of the credit balance.

**Note: Merchant Surcharges.** Some merchants, including merchants outside of the U.S., may charge you a fee to use your Card for a Purchase. The fee will be either a percentage of the amount of your Purchase, or a flat fee, and will be added to the amount of your Purchase. Usually, a merchant will tell you about this fee before you use your Card, but not always. We don't control these fees, and can't prevent them.

**Recurring Authorized Transactions.** If you authorize a merchant or any other person to charge your Account for recurring Transactions, you must notify the merchant if:

- You want to discontinue these Transactions;
- Your Account is closed;
- Your Account number changes;
- Your Card expiration date changes.

You're responsible for reinstating any recurring authorized Transactions.

**Refusal of the Card.** We don't guarantee approval of Transactions. We are not liable for those that aren't approved, even if you have enough available credit on your Account. We also may limit the number of Transactions approved in a single day. If we detect unusual or suspicious activity, we may suspend credit privileges on the Account or the impacted card.

## ARBITRATION

### PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act (FAA), and shall be interpreted in the broadest way the law will allow.

#### Covered claims

- **You or we may arbitrate** any claim, dispute or controversy between you and us arising out of or related to your Account, a previous related Account or our relationship (called "Claims").
- **If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.**

Except as stated below, all Claims are subject to arbitration, no matter what legal theory they're based on or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present, or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a co-applicant, authorized user, employee, agent, representative or an affiliated/parent/subsidiary company.

#### Arbitration limits

- Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- We won't initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Claim against us. If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.
- Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may

pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration. However, applicants, co-applicants, authorized users on a single Account and/or related Accounts, or corporate affiliates are here considered as one person.

#### How arbitration works

- Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA's website ([www.adr.org](http://www.adr.org)) or by calling 800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address.
- Arbitration may be requested any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.
- The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law.
- The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on any other person or dispute.

#### Paying for arbitration fees

- We will pay your share of the arbitration fee for an arbitration of Claims of \$75,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA

Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides your Claim was frivolous. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

#### The final award

- Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

#### Survival and Severability of Terms

This arbitration provision shall survive changes in this Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any sale of your Account, or amounts owed on your Account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

#### Rules for rejecting this arbitration provision

You may reject this arbitration provision by sending a written rejection notice to us at: PO Box 790085; St. Louis, MO 63179-0085. Your rejection notice must be postmarked by 08/03/2016. Your rejection notice must state that you reject the arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the Account.

637307

## AGREEMENT & BENEFIT CHANGES

**Changes to this Agreement.** We may change this Agreement for any reason and at any time, subject to applicable law. This means that we can change rates, and fees that apply to your Account. It also means we can add, replace or remove provisions of this Agreement. If required by applicable law, we'll give you notice of the changes. If you have the right to reject a change, we'll notify you and tell you

how to reject. If we notify you of a change, we may do so on your statement or send you a separate written notice, either of which may be sent electronically if permitted by applicable law.

**Changing Benefits.** Any benefit, reward, service or feature offered may change or be discontinued at any time for any reason. Separate terms and conditions will describe any exceptions.

## MISCELLANEOUS

**Assignment.** We may assign any or all of our rights and obligations under this Agreement to a third party. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

**Governing Law.** Federal law and the law of South Dakota govern the terms and enforcement of this Agreement.

**Enforcing this Agreement.** We won't lose our rights under this Agreement because we delay in enforcing them or fail to enforce them. If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in effect.

**Collection Costs.** To the extent allowed by law, you're liable to us for our legal costs if we refer collection of your Account to a lawyer who isn't our salaried employee. These costs may include reasonable attorneys' fees, as well as costs and expenses of any legal action.

**Unforeseen Circumstances.** From time to time, our services might be unavailable due to circumstances beyond our control (such as fires, floods, natural disasters, system failures or other unpredictable events). When this happens, you might not be able to use your Card or obtain information about your Account. We're not responsible or liable if this happens.

**Lost or Stolen Cards, Account Numbers or Account Checks.** You must try to prevent the unauthorized use of your Account and any Card, including your Account number. You must call us if any Card is lost or stolen. Also, you must call us if you think someone has used or may use these items without permission.

**Headings.** The headings in this Agreement are included as a matter of convenience and do not define, limit or enlarge the scope of this Agreement or any of its provisions.

## YOUR BILLING RIGHTS

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. Keep this document for future use.**

### **What to Do if You Find a Mistake on Your Statement**

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on the front of your statement.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do 2 things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We also will tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

### **While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The transaction in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of 2 things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights if You're Dissatisfied with Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

**To use this right, all of the following must be true:**

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with an Account check do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on the front of your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**For Further Information:** Call the Customer Service number shown on the statement or on the back of your Card if you need more information.





## Costco Cash Rewards Program Terms

Your Costco Anywhere Visa® Card by Citi account ("Card Account") will earn Costco Cash Rewards based on your purchases that can be redeemed for merchandise or cash back at any U.S. Costco warehouse, including Puerto Rico ("Costco Cash Rewards").

**Earning Costco Cash Rewards on Purchases** You'll earn Costco Cash Rewards for purchases using your Card Account, minus returns and refunds, as follows:

- 4% cash back on eligible gas worldwide, including gas at Costco, for the first \$7,000 per year in gas purchases and then 1% thereafter.
  - **Certain Non-Qualifying Purchases.** You will only earn 1% cash back, not 4%, for gas purchased at superstores, supermarkets, convenience stores and warehouse clubs other than Costco or for fuel used for non-automobile purposes.
- 3% cash back on restaurant (including cafes, bars, lounges and fast food restaurants) and eligible travel purchases worldwide, including airfare, hotels, car rentals, travel agencies, cruise lines and Costco Travel.
  - **Certain Non-Qualifying Purchases.** You will only earn 1%, not 3%, for purchases made at bakeries and certain restaurants/cafes inside department, grocery or warehouse clubs.
- 2% cash back on all other purchases from Costco and Costco.com.
- 1% cash back on all other purchases, including the non-qualifying purchases listed above.

**Merchant Classification:** Each merchant – that is a retailer, business or any other place where you can make a purchase – is assigned a code that indicates the merchant's area of business. For example, restaurants are generally assigned a specific merchant code. We don't assign or have any control over merchant codes. Codes are chosen and assigned by a third party, who may change the codes from time to time. When you make a purchase at a merchant, we're provided the code for that merchant. If the code matches a category that gives you additional Costco Cash Rewards – for example, if the merchant code tells us that you made a purchase at a restaurant – we'll give you the additional Costco Cash Rewards for that purchase. Because we don't control what code a merchant is assigned, sometimes a purchase that you think fits a certain category may not earn additional Costco Cash Rewards. For example, a restaurant located within a large retail outlet may not be assigned a "restaurant" code, but rather a "retailer" code. This means that even though you receive additional Costco Cash Rewards for purchases at "restaurants," you won't earn additional Costco Cash Rewards for purchases at that restaurant.

**What doesn't qualify as a purchase?** The following types of transactions don't qualify as purchases that earn Costco Cash Rewards:

- Use of checks that access your Card Account
- Balance transfers
- Cash advances
- Travelers checks, foreign currency purchases, money orders, wire transfers and similar cash-like transactions
- Lottery tickets, gaming chips and similar betting transactions
- Interest and account fees
- Unauthorized charges
- Items returned for credit

**Returns:** Returned items may result in credits being applied to your Card Account which will reduce or may eliminate accumulated Costco Cash Rewards and may result in a negative cash rewards balance. If your Card Account has a negative Costco Cash Rewards balance, any newly earned Costco Cash Rewards will be used to offset such negative Costco Cash Rewards balance until such balance has been brought to zero.

**Redeeming Costco Cash Rewards** Your reward is distributed annually via U.S. Mail in the form of a reward coupon included in your February billing statement, and is redeemable through December 31 of the year issued in a single transaction at any U.S. Costco warehouse, including in Puerto Rico, for merchandise or cash back. The reward coupon will contain your Costco Cash Rewards balance based on your eligible purchases during the annual reward period. The annual reward period is based on January through December billing statements. Should you choose to redeem only a portion of the coupon for merchandise, you will receive the remaining balance in cash at the Costco warehouse register upon checkout. Some warehouses may not permit

the reward coupon to be redeemed for alcohol purchases. Requests for cash may be fulfilled in the form of a check at Costco's discretion. If you are enrolled in Paperless Statements, a paper billing statement will be provided to you in February if you earned a reward coupon during the previous annual reward period. Coupon must be redeemed in person on or prior to its expiration date of December 31 in the year in which it is issued. Any Costco Cash Rewards you have earned on purchases made by authorized users on your Card Account will be added to your Costco Cash Rewards Total. Only you, the primary cardmember, are eligible to receive the annual reward coupon, however, you or any authorized user on your Card Account may redeem your coupon. You may not transfer it to anyone else. **You will not receive a reward coupon if your reward is less than \$1 or your account is closed at the time it is scheduled to be sent; any Costco Cash Rewards that had been accrued at that time will be forfeited. You must maintain your Costco Membership to receive and redeem the reward coupon.**

**Account Closure:** If we close your Card Account, you will no longer be able to earn or redeem your Costco Cash Rewards, and you will forfeit any accumulated Costco Cash Rewards. If you close or convert your Card Account prior to receiving the reward coupon in your February billing statement, any earned Costco Cash Rewards will be forfeited.

**Forfeiture:** All Costco Cash Rewards not disbursed via an annual reward coupon due to the reward amount being less than \$1, the account status (including account closure due to death), or other reason will be forfeited. Similarly, any Costco Cash Rewards not redeemed by December 31 of the year issued will also be forfeited.

**Value of Costco Cash Rewards:** Costco Cash Rewards have no cash value until such time as they are redeemed at a Costco warehouse.

**Property Rights:** You have no property rights or other legal interests in Costco Cash Rewards. Costco Cash Rewards may not be transferred to any other person including through such events as inheritance, bankruptcy or divorce. Costco Cash Rewards cannot be assigned or pledged.

**Changes to Program Rules:** We may make changes to the Costco Cash Rewards Program at any time without notice. We will give you 30 days' written notice if we make any of the following changes: a change that negatively affects the number of Costco Cash Rewards you can earn, a change that negatively affects how/when you may lose your Costco Cash Rewards, a change that negatively affects how you can exercise your rights with respect to Costco Cash Rewards, or if we cancel the program.

**Fraud:** If we see evidence of fraud, misuse, abuse, or suspicious activity, we will investigate and, if we determine that fraud, misuse or abuse has occurred, we may take actions against you. These actions may include, without limitation:

- Taking away the Costco Cash Rewards you earned because of fraud, misuse or abuse
- Preventing you from earning Costco Cash Rewards
- Suspending or closing your Costco Cash Rewards Account
- Taking legal action to recover Costco Cash Rewards redeemed because of such activity and to recover our monetary losses, including litigation costs and damages

Some examples of fraud, misuse, abuse and suspicious activity include:

- Using your Card Account in an abusive manner for the primary purpose of acquiring Costco Cash Rewards
- Using your Consumer Card Account other than primarily for personal, consumer or household purposes

TIFFANY HOPKINS

Member Since 2013 Account number ending in: 6373

Billing Period: 06/14/16-07/12/16

www.citicards.com

Customer Service 1-855-378-6467

TTY-hearing-impaired services only 1-866-210-0617

PO Box 790046 ST. LOUIS, MO 63179-0046

**JULY STATEMENT**

Minimum payment due: **\$43.48**  
 New balance as of 07/12/16: **\$1,969.80**  
 Payment due date: **08/08/16**

**Late Payment Warning:** If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$37 and your APRs may be increased up to the variable Penalty APR of 29.99%.

**Minimum payment warning:** If you make only the minimum payment each period, you will pay more in interest, and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	10 years	\$3,633
\$69	3 years	\$2,484 (Savings = \$1,149)

For information about credit counseling services, call 1-877-337-8187.

**Account Summary**

Previous balance \$1,976.33  
 Payments -\$46.00  
 Credits -\$0.00  
 Purchases +\$14.99  
 Cash advances +\$0.00  
 Fees +\$0.00  
 Interest +\$24.48  
**New balance \$1,969.80**

**Credit Limit**

Credit Limit \$2,000  
 Includes \$400.00 cash advance limit  
**Available Credit Limit \$30**  
 Includes \$30 available for cash advance

**Costco Cash  
 Rewards Summary  
 as of 07/12/16  
 \$0.95**

» See page 3 for more information  
 about your rewards

Please print Address Changes on the reverse side

Minimum payment due **\$43.48**  
 New balance **\$1,969.80**  
 Payment due date **08/08/16**

Amount enclosed:

Account number ending in 6373

000000 NC 00 A 0

TIFFANY HOPKINS

PORTLAND OR 97290-6775

Citi Cards  
 PO BOX 78019  
 Phoenix, AZ 85062-8019

15100 0004348 0196980 0004600 6373 0815 Exhibit 2



TIFFANY HOPKINS

### CARDHOLDER SUMMARY

TIFFANY HOPKINS Card ending in 6373  
 New Charges \$14.99

### ACCOUNT SUMMARY

Sale Date	Post Date	Description	Amount
<b>Payments, Credits and Adjustments</b>			
07/06		ONLINE PAYMENT, THANK YOU	-\$46.00
70	0000	0	

### TIFFANY HOPKINS

#### Standard Purchases

06/20	06/20	DISNEY STORE #430	PORTLAND OR	\$14.99
NSWQ4H15	61	Q5947U5	AE 0	

#### Fees Charged

**TOTAL FEES FOR THIS PERIOD** \$0.00

#### Interest Charged

07/12	INTEREST CHARGED TO STANDARD PURCH			\$24.48
00000000	84	0000	0	
<b>TOTAL INTEREST FOR THIS PERIOD</b>				<b>\$24.48</b>

### 2016 totals year-to-date

Total fees charged in 2016	\$0.00
Total interest charged in 2016	\$177.68

### Interest charge calculation

Days in billing cycle: 29

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance type	Annual percentage rate (APR)	Balance subject to interest rate	Interest charge
<b>PURCHASES</b>			
Standard Purch	15.49% (V)	\$1,988.94 (D)	\$24.48
<b>ADVANCES</b>			
Standard Adv	25.49% (V)	\$0.00 (D)	\$0.00

Your Annual Percentage Rate (APR) is the annual interest rate on your account. APRs followed by (V) may vary. Balances followed by (D) are determined by the daily balance method (including current transactions).

### Account messages

We're pleased to welcome you as a card member of Costco Anywhere Visa® Card by Citi! Many benefits come with your card, including the opportunity to earn cash back on purchases inside and outside of Costco. Visit [citi.com/costco](http://citi.com/costco) to learn more.

Remember, any charges above your credit limit **MUST BE PAID IN FULL** by your statement's payment due date.

Please be sure to pay on time. If you submit your payment by mail, we suggest you mail it no later than 08/01/2016 to allow enough time for regular mail to reach us.

### Costco Cash Rewards Summary

**Total Costco Cash Rewards Balance:**  
**\$0.95**

### Costco Cash Rewards Summary

Rewards balance as of last statement from your Costco card from American Express® +\$0.80

Costco Cash Rewards balance as of last statement¹ +\$0.00

Earned this period..... +\$0.15

**Total Costco Cash Rewards Balance Year To Date²:** **\$0.95**

### Costco Cash Rewards Earned This Period

4% on eligible gas worldwide, including gas at Costco² +\$0.00

3% on restaurants..... +\$0.00

3% on eligible travel worldwide..... +\$0.00

2% on Costco and Costco.com..... +\$0.00

1% on all other purchases..... +\$0.15

**Total Earned:** **\$0.15**

» Visit [citi.com/Costco](http://citi.com/Costco)

¹ Includes 2016 rewards balance from your Costco card from American Express

² Up to \$7,000 per year in purchases, then 1% cash back